

NOTICE OF INTENDED AWARD

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF SOLICITATION Publication and Distribution of DL handbooks BID or RFP # 002-05

DATE OF POSTING NOTICE 4/6/05

TIME 4:00 p.m.

Advertising was published in: VBS web site at: http://fcv.state.fl.us

OPENING OF BIDS OR PROPOSALS

Neil Kirkman Building

Location: Tallahassee, Florida Date: 4/1/05 Time: _____

Opened by: David Shufflebotham Tabulated by: _____

WITNESSED BY

REPRESENTING

Peter Stoumbelis

Stacy Wofford

INTENDED AWARD

Vendor: National Safety Commission Price No Cost

Terms: _____

Lowest Bidder: N/A Yes _____ No _____

If no, Justification: _____

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within the time limits set forth in this posting. In accordance with section 120.573, FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

Stacy Wofford
(Name)

Chief of Purchasing & Contracts
(Title)

4/6/05
(Date)



National Safety Commission, Inc.

1520 Sawgrass Village Drive, Suite 381
Ponte Vedra Beach, FL 32082
904-234-1600
Fax 904-280-2037

April 1, 2005

Mr. David Shufflebotham
Florida Department of Highway Safety & Motor Vehicles
Via: Email
Subj: **BEST AND FINAL OFFER**

Dear Mr. Shufflebotham:

As we have discussed, our negotiations seek to take advantage of cost savings generated by the Internet. This will result in an anticipated cost for the handbooks of \$349,521.20. I have listed below a summation of our negotiations and our BEST AND FINAL OFFER. Please let me know if I have made any omissions or if you have any questions.

- (1) NSC will print and provide all handbooks for the 5-year contract period with an option to renew. The minimum annual quantities will be as follows:

• English Operator:	700,000
• Spanish Operator:	125,000
• English CDL:	125,000
• Spanish CDL:	25,000
• English Motorcycle:	82,500
• Spanish Motorcycle:	22,000

An additional 20% of English Operator and 10% of the all other handbooks will be retained by NSC and provided to the public as an option. NSC may add inventory if necessary to meet demand. NSC will provide a toll-free number for consumers to order the handbook and a link on the handbook website. There will not be a charge for the handbook, but there will be shipping and handling fees of \$6.95 or less. Also, NSC will retain the ability to provide and distribute, for free, up to an additional 750,000 handbooks each year to high school students. All handbook graphics will be improved, paper will be upgraded, and formatting will be improved with the state's concurrence. Departmental approved ads will appear throughout the handbook. A heavy paper cover and insert will be included in the English Operator version. Heavy paper covers and inserts need not be provided in the other handbooks, but may be provided at NSC's option. The Department will provide the text for all handbooks and will distribute handbooks to DL/TC office locations.

- (2) NSC will provide and maintain a website for all handbooks. Consumers may access this website directly or from the Department's website by clicking on a text and/or (preferably) a picture link. NSC will maintain Department approved advertisements on this website.
- (3) NSC will provide Department approved materials to DL offices (flyers and poster) which will promote the electronic handbooks and includes procedures for consumers to access the website or, as an option, order handbooks for shipment to their home.
- (4) NSC will be awarded exclusive rights as provided in amended section 2.28 of the ITN and retain the ability to implement phase 2 of the original proposal upon mutual agreement.
- (5) The Department agrees to integrate the statement/logo or similar: "Handbooks provided courtesy of LowestPriceTrafficSchool.com" on the cover of the handbooks. The Department reserves the right to approve the size and copy of the tag line.

- (6) The department agrees that there shall be at least one advertising disclaimer in the handbook. The department reserves the right to approve this size and copy of the disclaimer.
- (7) The department may elect at it own expense to purchase and print additional handbooks, if needed. This procurement shall be done in conformity to state purchasing laws. NSA has the right of first refusal to provide these additional handbooks at no cost to the state.
- (8) Instead of a bond, NSA can annually provide an irrevocable letter of credit.
- (9) The LOC must be issued by a financial institution organized under the laws of Florida.
- (10)The LOC or performance bond must be in the amount of \$200,000 annually.

Best regards,

Ken Underwood